

THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
ASHEVILLE DIVISION  
CIVIL CASE NO. 1:19-cv-00062-MR

PARKER EXCAVATING, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
JOMCO CONTRACTING, LLC;	)	<u>AMENDED JUDGMENT</u>
JOMCO, INC.; HIGHLANDS AT	)	
CULLOWHEE, LLC; WESLEY	)	
SAMUEL OWENBY; JOSEPH RILEY	)	
JOHNSON; and TRICIA RUTH,	)	
	)	
Defendants.	)	
_____	)	

For the reasons set forth in the Memorandum of Decision and Order entered contemporaneously herewith,

**IT IS, THEREFORE, ORDERED** that the Plaintiff Parker Excavating, Inc.'s Motion for Default Judgment [Doc. 41] is **GRANTED**, and the Plaintiff is entitled to judgment against JOMCO, Inc. as follows:

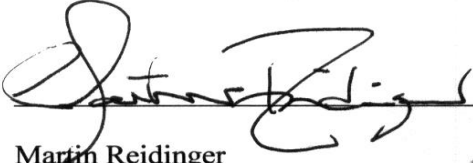
- (1) The Plaintiff's Motion is **GRANTED** as to the claim for breach of contract against JOMCO, Inc. The Plaintiff shall have and recover of JOMCO, Inc. a judgment of \$151,953 for breach of contract and \$18,284.32 in prejudgment interest from September 30, 2018 until the date of the entry of this Judgment, plus post-judgment interest.

(2) The Plaintiff's Motion is **DENIED** as to the alternative claims for quantum meruit and account stated against JOMCO, Inc.

(3) The Plaintiff's Motion is **DENIED** as to the request for attorney's fees.

**IT IS SO ORDERED.**

Signed: April 24, 2020

  
Martin Reidinger  
United States District Judge

